

CCO FORM: RW22  
Approved: 4/96 (RMH)  
Revised: 1/00 (RMH)  
Modified:

ROUTE West Edgewood Drive  
COUNTY Cole  
JOB NO. \_\_\_\_\_  
FEDERAL NO. \_\_\_\_\_  
PARCEL NO. \_\_\_\_\_  
EXCESS NO. \_\_\_\_\_

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SALES AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Seller") and \_\_\_\_\_ (hereinafter, "Purchaser").

WITNESSETH:

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and convey to the Purchaser a tract of land lying situated and being in the County of \_\_\_\_\_, State of Missouri, to wit:

**Lot Two (2) of MOSERS Subdivision as shown by plat in Plat Book 11, Page 829, Cole County Records.**

**Tract "A" of the DIAMONDS SUBDIVISION, SECTION SIX (6) as per plat of record in Plat Book 11, Page 907, Cole County Recorder's Office.**

WHEREAS, the Seller agrees to sell and convey the above-described property within ninety (90) days from the date hereof upon the prompt and full performance by the Purchaser.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

(1) **PURCHASE PRICE:** \_\_\_\_\_ dollars (\$\_\_\_\_\_) will be paid to the Seller as follows:

(A) **Ten Percent (10%) Earnest Money:** The Purchaser hereby tenders to the Seller, at the signing of this Agreement, a sum equal to ten percent (10%) of the total purchase price as earnest money on the above-described property, dollars (\$\_\_\_\_\_). This earnest money deposit is to be forfeited in case of default in the payment of the total purchase price and any special terms of this Agreement, as set forth below.

(B) **Balance of Payment:** The Purchaser agrees to pay the balance of

said consideration by a cashier's check or money order for this sale upon final approval of the Agreement by the Seller and delivery of the executed deed to the Purchaser within the above specified ninety (90) day period for completing this transaction. The balance to be paid by the Purchaser to the Seller is \_\_\_\_\_ dollars (\$\_\_\_\_\_). If the sale is not approved by the Seller and the transaction is not closed within this ninety (90) day time limit, the entire Agreement shall become null and void and the earnest money deposit heretofore made to the Seller shall be returned to the Purchaser.

(2) OUTDOOR ADVERTISING: The deed of conveyance shall contain a reservation prohibiting the construction, erection or maintenance of billboards or advertising signs other than signs advertising activities conducted on the property or services and products therein provided.

(3) ABUTTERS RIGHTS: The deed of conveyance will contain a reservation for limitation of access unless no access rights are being reserved.

(description or "no access rights reserved")

(4) UTILITIES RESERVATIONS: A utility clause will be included in the deed of conveyance if there are utilities on the property.

(5) SPECIAL CONDITIONS (such as curbing, fencing, drainage, access): The completion of any special conditions, as set out below, and the application of any permits, as necessary, shall be completed before the sale is closed.

(description)

(6) CONVEYANCE: Conveyance will be by quitclaim deed releasing any and all interest the Seller has in the above-described property. The Seller will not provide a commitment for title insurance or supplemental abstract. If the Purchaser desires to obtain a commitment for title insurance or a supplemental abstract, and if in so doing the Purchaser determines that the requirements for obtaining fee title are unsatisfactory, the Purchaser shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract. In such event the Seller will refund the full deposit to the Purchaser.

(7) ENTIRE AGREEMENT; AMENDMENTS: This Agreement constitutes the entire agreement between the parties. Any change in this Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Purchaser and the Seller.

(8) SELLER (COMMISSION) REPRESENTATIVE: The Commission's district engineer is designated as the Seller's representative for the purpose of administering the provisions of this Agreement.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The Purchaser shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) ASSIGNMENT: The Purchaser shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Seller.

(11) NONWAIVER: No delay or failure by either party to exercise or enforce any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise provided herein.

(12) EXTENSION OF CLOSING DATE: If both parties are in agreement, the time period for closing this transaction can be extended by attaching an "Addendum" specifying a new date for closing.

(13) APPROVAL OF COMMISSION: This sale is subject to the approval of the Commission and is not final until it has been approved by the Commission. Should the Commission, in its discretion, not approve this transaction, the Purchaser's earnest money deposit shall be returned to the Purchaser within ninety (90) days of the consideration of the Agreement by the Commission.

IN WITNESS WHEREOF, the said parties herein have executed this Agreement  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By

(Title)

PURCHASER:

By:

Address:

Telephone:

Date:

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## EXTENSION OF CLOSING DATE ADDENDUM

The undersigned agree that this Addendum shall become a part of the Sales Agreement executed on \_\_\_\_\_ between the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, as Seller, and \_\_\_\_\_, as Purchaser, for the property as set out in said Sales Agreement.

In addition to the provisions of the Sales Agreement, the parties agree that the date in which the Purchaser is to pay the balance of the purchase price and on which the Seller is to deliver an executed deed to the Purchaser is extended to \_\_\_\_\_.

Signed on \_\_\_\_\_, 20\_\_\_\_,

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By:

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(Title)

Signed on \_\_\_\_\_, 20\_\_\_\_,

Purchaser

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